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Attorneys for Plaintiff & Counterdefendant
 SUMAIRA EBRAT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SUMAIRA EBRAT,

Plaintiff,

vs.

BAYER HEALTHCARE LLC; BAYER
 HEALTHCARE PHARMACEUTICALS INC.
 and DOES 1-100,

Defendants.

BAYER HEALTHCARE LLC,

Counterclaimant,

vs.

SUMAIRA EBRAT,

Counter-defendant.

Case No. C 11-02807 EMC

**STIPULATION AND ORDER RE:
 DISMISSAL OF KATHY TESDALL,
 BAYER PHARMACEUTICALS INC.**

Date: October 25, 2011
 Time: 2:30 p.m.
 Place: Courtroom 5, 17th Floor

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STIPULATION

The parties, defendant & counterclaimant, Bayer HealthCare LLC, and defendant Bayer HealthCare Pharmaceuticals Inc. (collectively, at times, the “Bayer Entities”), on the one hand, and plaintiff & counterdefendant, Sumaira Ebrat (“Ebrat”), on the other hand, through their respective counsel, hereby stipulate as follows:

WHEREAS, in her Complaint, Ebrat identified Kathy Tesdall as a party in the body of the pleading, though she did not name Ms. Tesdall in the Summons or caption of the Complaint;

WHEREAS, Ebrat has determined that she will not prosecute the within action against Ms. Tesdall and she will stipulate to a dismissal of the action without prejudice as to Ms. Tesdall;

WHEREAS, Ebrat named as a defendant Bayer HealthCare Pharmaceuticals Inc. in the Complaint;

WHEREAS, the Bayer Entities represent that Ebrat was never an employee of Bayer HealthCare Pharmaceuticals Inc. and that Ebrat was an employee of and terminated by Bayer HealthCare LLC;

WHEREAS, based on these representations, Ebrat has determined to dismiss without prejudice the Complaint against Bayer HealthCare Pharmaceuticals Inc.; and

WHEREAS, the parties have agreed that no party shall be entitled to its fees or costs by virtue of the above-described dismissals;

WHEREFORE, the parties hereby stipulate to the dismissal without prejudice of Kathy Tesdall and Bayer HealthCare Pharmaceuticals Inc. with a mutual waiver of fees and costs.

IT IS SO AGREED.

Dated: October 31, 2011

LAW OFFICE OF JEROME SCHREIBSTEIN

By: /S/
Jerome Schreibstein
Attorneys for Defendant and Counterclaimant
BAYER HEALTHCARE LLC, and Defendant
BAYER HEALTHCARE PHARMACEUTICALS
INC.

1 Dated: October 31, 2011

MAYALL HURLEY KNUTSEN SMITH &
GREEN

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4
5 By: /S/
Mark Adams
6 Attorneys for Plaintiff and Counterdefendant
SUMAIRA EBRAT

7 **ORDER**

8 BASED ON THE FOREGOING STIPULATION OF THE PARTIES AND GOOD
9 CAUSE OTHERWISE APPEARING, it is hereby ordered that Kathy Tesdall and Bayer
10 HealthCare Pharmaceuticals Inc. are dismissed without prejudice, with a mutual waiver of fees
11 and costs.

12 IT IS SO ORDERED.

13 Dated: 11/3/11

